

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1

5

1. DATE OF ORDER 08/29/2014		2. CONTRACT NO. (If any) HHSN316201200021W		6. SHIP TO:	
3. ORDER NO RP-G14II-00986		4. REQUISITION/REFERENCE NO. PR-OEI-14-00813		a. NAME OF CONSIGNEE	
5. ISSUING OFFICE (Address correspondence to) HPCD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington, DC 20460				b. STREET ADDRESS	
7 TO: ROY KAFANI				f. SHIP VIA	
a. NAME OF CONTRACTOR ECS Federal, Inc.				8. TYPE OF ORDER	
b. COMPANY NAME				a. PURCHASE REFERENCE YOUR:	
c. STREET ADDRESS 2750 PROSPERITY AVENUE, SUITE 600 7032701340				X b. DELIVERY Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
d. CITY FAIRFAX		e. STATE VA		f. ZIP CODE 220314312	
9. ACCOUNTING AND APPROPRIATION DATA See Schedule				10. REQUISITIONING OFFICE HPCD	
11. BUSINESS CLASSIFICATION (Check appropriate box(es)) <input type="checkbox"/> a. SMALL <input type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					12. F.O.B. POINT Destination
13. PLACE OF		14. GOVERNMENT B/L NO		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	
a. INSPECTION Destination		b. ACCEPTANCE Destination		16. DISCOUNT TERMS	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: (b)(4) TOPO: Deborah Seal					
	Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME RTP Finance Center		b. STREET ADDRESS (or P.O. Box) US Environmental Protection Agency RTP-Finance Center Mail Drop D143-02 109 TW Alexander Drive				17(i) GRAND TOTAL
c. CITY Durham		d. STATE NC		e. ZIP CODE 27711		
22. UNITED STATES OF AMERICA BY (Signature)		08/29/2014		23. NAME (Typed) Lin Pinskey TITLE: CONTRACTING/ORDERING OFFICER		

SCHEDULE - CONTINUATION

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DATE OF ORDER 08/29/2014	CONTRACT NO. HHSN316201200021W	ORDER NO. EP-G14H-00986
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0001	<p>Admin Office: HPOD US Environmental Protection Agency William Jefferson Clinton Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3803R Washington DC 20460</p> <p>Period of Performance: 08/30/2014 to 02/28/2015</p> <p>Base period of performance August 30, 2014 to February 28, 2015 for direct labor and other direct costs.</p> <p>Accounting Info: 14-WR-HIDDT1-ZZZHF8-2512-CDX00031-14H INASC17-001 BFY: 14 Fund: WR Budget Org: HIDDT1 Program (PRC): ZZZHF8 Budget (BOC): 2512 Job #: CDX00031 DCN - Line ID: 14HINASC17-001 Funding Flag: Partial Funded: \$3,543.00</p> <p>Accounting Info: 14-WR-HIDDT1-ZZZHF8-2512-CLD0C006-14H INASC17-002 BFY: 14 Fund: WR Budget Org: HIDDT1 Program (PRC): ZZZHF8 Budget (BOC): 2512 Job #: CLD0C006 DCN - Line ID: 14HINASC17-002 Funding Flag: Partial Funded: \$6,982.00</p> <p>Accounting Info: 14-WR-HIDDT2-ZZZHF8-2512-CLF0C002-14H INASC17-003 BFY: 14 Fund: WR Budget Org: HIDDT2 Program (PRC): ZZZHF8 Budget (BOC): 2512 Job #: CLF0C002 DCN - Line ID: 14HINASC17-003 Funding Flag: Partial Funded: \$19,919.00</p> <p>Accounting Info: 14-WR-HIDDT2-ZZZHF8-2512-CLF0C002-14H INASC17-004 BFY: 14 Fund: WR Budget Org: HIDDT2 Program (PRC): ZZZHF8 Budget (BOC): 2512 Job #: CLF0C002 DCN - Line ID: 14HINASC17-004 Funding Flag: Partial Funded: \$39,754.00</p> <p>Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

SCHEDULE - CONTINUATION

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IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER	CONTRACT NO.	ORDER NO.
08/29/2014	HHSN316201200021W	EP-GL4H-00986

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	<p>Accounting Info: 14-WR-H1DDIT2-ZZZHF8-2512-CNB00002-14H INAS017-005 BFY: 14 Fund: WR Budget Org: H1DDIT2 Program (PRC): ZZZHF8 Budget (BOC): 2512 Job #: CNB00002 DCN - Line ID: 14H1NAS017-005 Funding Flag: Partial Funded: \$27,000.00</p> <p>Accounting Info: 14-WR-H1DDIT2-ZZZHF8-2512-CNG00002-14H INAS017-006 BFY: 14 Fund: WR Budget Org: H1DDIT2 Program (PRC): ZZZHF8 Budget (BOC): 2512 Job #: CNG00002 DCN - Line ID: 14H1NAS017-006 Funding Flag: Partial Funded: \$135,661.00</p> <p>Accounting Info: 14-WR-H1DDIT2-ZZZHF8-2512-CNT00002-14H INAS017-007 BFY: 14 Fund: WR Budget Org: H1DDIT2 Program (PRC): ZZZHF8 Budget (BOC): 2512 Job #: CNT00002 DCN - Line ID: 14H1NAS017-007 Funding Flag: Partial Funded: \$10,000.00</p> <p>Accounting Info: 14-WR-H1DDIT2-ZZZHF8-2512-CNA00002-14H INAS017-008 BFY: 14 Fund: WR Budget Org: H1DDIT2 Program (PRC): ZZZHF8 Budget (BOC): 2512 Job #: CNA00002 DCN - Line ID: 14H1NAS017-008 Funding Flag: Partial Funded: \$521,800.00</p> <p>Accounting Info: 14-WR-H1DDIT1-ZZZHF8-2512-CDM00030-14H INAS017-009 BFY: 14 Fund: WR Budget Org: H1DDIT1 Program (PRC): ZZZHF8 Budget (BOC): 2512 Job #: CDM00030 DCN - Line ID: 14H1NAS017-009 Funding Flag: Partial Funded: \$71,187.00</p> <p>Accounting Info: 14-WR-H1DDIT2-ZZZHF8-2512-CMD00002-14H INAS017-010 BFY: 14 Fund: WR Budget Org: H1DDIT2 Program (PRC): ZZZHF8 Budget (BOC): 2512 Job #: CMD00002 DCN - Line ID: 14H1NAS017-010 Continued ...</p>					

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

SCHEDULE - CONTINUATION

4

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER CONTRACT NO.

08/29/2014 HHSN316201200021W

ORDER NO.

EP-C14E-00986

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Funding Flag: Partial Funded: \$150,757.00 Accounting info: 14-WR-H1DDIT2-ZZZHF8-2512-CTC00001-14H INAS017-011 BFY: 14 Fund: WR Budget Org: H1DDIT2 Program (PRC): ZZZHF8 Budget (BOC): 2512 Job #: CTC00001 DCN - Line ID: 14H1NAS017-011 Funding Flag: Partial Funded: \$60,000.00 Accounting info: 14-WR-H1NNIT3-ZZZHF8-2512-CKE00057-14H INAS017-012 BFY: 14 Fund: WR Budget Org: H1NNIT3 Program (PRC): ZZZHF8 Budget (BOC): 2512 Job #: CKE00057 DCN - Line ID: 14H1NAS017-012 Funding Flag: Partial Funded: \$40,000.00					
0002	NITAAC 1% Fee for the 6 month base period of performance Accounting info: 14-WR-H1DDIT1-ZZZHF8-2512-CLDC0006-14H INAS017-002 BFY: 14 Fund: WR Budget Org: H1DDIT1 Program (PRC): ZZZHF8 Budget (BOC): 2512 Job #: CLDC0006 DCN - Line ID: 14H1NAS017-002 Funding Flag: Complete Funded: \$10,976.00					
0003	Option 1 period of performance 03/01/2015 to 05/31/2015 labor and other direct costs (Option Line Item) 02/01/2015				1,682,375.00	
0004	NITAAC 1% Fee for optional period of performance 03/01/2015 to 05/31/2015 (Option Line Item) 02/01/2015				16,824.00	
0005	Option 2 period of performance 06/01/2015 to 08/29/2015 labor and other direct costs (Option Line Item) Continued ...				1,682,375.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$3,381,574.00

SCHEDULE - CONTINUATION

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DATE OF ORDER

CONTRACT NO.

ORDER NO.

08/29/2014

HHSX316201200021W

EP-G1411-00986

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
0006	05/01/2015 NITAAC 1% Fee for option 2 period of performance 06/01/2015 to 08/29/2015 (Option Line Item) 05/01/2015 The obligated amount of award: \$1,097,579.00. The total for this award is shown in box 17(i).				16,824.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$16,824.00

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OPTIONAL FORM 348 (Rev. 4/2006)

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No additional clauses included

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No additional clauses included

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SECTION B – SUPPLIES OR SERVICES AND PRICES

This section incorporates all of the clauses and provisions of the Offeror's underlying NITAAC CIO-SP3 contract.

B.1 PRICE/COST SCHEDULE

Contract Line Item (CLIN)		
Base Period	Labor	(b)(4)
	Other Direct Costs	
	NITAAC Access Fee 1%	
Total Estimated Value Base Period		\$3,325,649.00
Option Period 1	Labor	(b)(4)
	Other Direct Costs	
	NITAAC Access Fee 1%	
Total Estimated Value Option Period 1		\$1,699,199.00
Option Period 2	Labor	(b)(4)
	Other Direct Costs	
	NITAAC Access Fee 1%	
Total Estimated Value Option Period 2		\$1,699,199.00
Total Estimated Value Base and Option Periods		\$6,724,047.00

B.2 CEILING PRICE (CUSTOM)

The ceiling price of this task order is \$6,724,047.00. The Contractor shall not make expenditures or incur obligations in the performance of this task order which exceed the ceiling price specified herein, except at the Contractor's own risk.

B.3 NITAAC CIO-SP3 CONTRACT ACCESS FEE (CUSTOM)

(a) The task order will be issued against one of the National Institutes of Health's (NIH) Information Technology Acquisition and Assessment Center's (NITAAC) Government-wide Acquisition Contract (GWAC) CIO-SP3 contracts. NIH grants other Agencies the authority to issue task orders under its NITAAC CIO-SP3 contracts.

- (b) All GWACs require a Contract Access Fee (CAF) paid to the Agency that awarded the contract. When a CO from another Agency issues a task order against one of the GWACs.
- (c) The Contractor is responsible for the NITAAC CAF reimbursement payment. This requirement is set forth in the Contractor's NITAAC CIO-SP3 conformed contract clauses.
- (d) The EPA funds obligated on task order EP-G14H-00986 will include funds for the NITAAC CAF; however, the Contract cannot retain that funds included for the NITAAC CAF.
- (e) The Agency does not incur any NITAAC CAF liability unless the Agency obligates funding on task order EP-G14H-00986.

B.4 MANAGEMENT OVERSIGHT CONTROLS (CUSTOM)

- (a) The Contractor shall submit all analyses, options, recommendations, reports, and training materials required under this task order in draft for critical review by the Contracting Officer (CO) or the Task Order Contracting Officer's Representative (TOCOR). The Government will make all final regulatory, policy, and interpretive decisions resulting from Contractor-provided technical support under this task order and make the final decision on all Contractor-provided recommendations. The Contractor shall not publish or otherwise release, distribute, or disclose any work product generated under this task order without obtaining EPA's express advance written approval. When submitting materials or reports that contain recommendations, the Contractor shall explain or rank policy or action alternatives; describe procedures used to arrive at recommendations; summarize the substance of deliberations; report any dissenting views; list sources relied upon; and detail the methods and considerations upon which the recommendations are based. The Contractor shall not provide any legal services to EPA under this contract, absent express written advance approval from EPA's Office of General Counsel.
- (b) All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing tasks under this task order and when interacting with EPA officials, federal agencies, state, tribal and local Governments, business, industry, and the general public. The badge shall contain the individual's name and the company's name and logo. The office space occupied by Contractor staff in any location that is also occupied by EPA employees shall be identified with appropriate signs that include the Contractor's name. When participating in any event and/or discussion (e.g., answering the telephone, participating as a panel member or speaker), Contractor staff shall verbally identify themselves as Contractor personnel so that there is no possible appearance of being EPA officials.

SECTION C – DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

This section incorporates all of the clauses and provisions of the Offeror's underlying NITAAC CIO-SP3 contract.

The full text of an EPAAR clause may be accessed electronically at this address:

<http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&rgn=div6&view=text&node=48:6.0.1.8.35.1&idno=48>

C.1 TASK ORDER PERFORMANCE WORK STATEMENT (CUSTOM)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to provide support requirements for the tasks that are included in the Performance Work Statement at C.2 and as directed by the Task Order Contracting Officer's Representative (TOCOR), the Alternate TOCOR and/or the Contracting Officer. The Contractor shall perform work under this task order only as directed in the tasks detailed in the PWS.

C.1.2 Introduction

The Environmental Protection Agency's (EPA) Office of Environmental Information's (OEI) vision is to advance the creation, management, and use of data as a strategic resource to enhance public health and environmental protection; promote informed decision-making, and improve the public's access to information about environmental conditions. OEI provides the ability to access, use, and communicate environmental program and administrative information for Agency clients and closely affiliated environmental partners such as state and local governments, contractors, and researchers.

The Office of Technology, Operations, and Planning (OTOP) is the Agency focal point for policy, management, and implementation of EPA's information technology (IT) infrastructure, and oversight of Federal and Agency IT statutes, regulations, and standards. OTOP sets hardware, software, and telecommunications standards and operates EPA's internal information technology infrastructure and organizes strategic planning for IT and security. OTOP provides this broad range of information and technology services through its four supporting organizations. These organizations are the Mission Investment Solutions Division (MISD), the Technology Information Security Staff (TISS), the National Computer Center (NCC), and the Enterprise Desktop Solutions Division (EDSD).

The National Computer Center (NCC), located in Research Triangle Park, NC, manages the EPA's enterprise and high performance computing infrastructure and Wide Area Network (WAN).

EPA's Enterprise Desktop Solutions Division (EDSD), located in Washington, DC, is within OEI/OTOP, and is responsible for providing varying levels of voice, local area network (LAN), and limited Wide Area Network (WAN) related services at varying levels EPA-wide and desktop

services within its own programmatic unit of OEL. This task order provides a broad range of telecommunications and user support related services at all EPA locations.

EDSD is working to enhance support services and provide integrated IT telecommunication solutions for OTOP and its stakeholders.

C.1.1 General SOW information

The EPA task order is a time and materials task order for the provision of a wide variety of computing and telecommunication services. The goal of this acquisition is to improve the quality of the information and telecommunication services provided to the EPA user community, while reducing OTOP's overall internal and external cost through comprehensive and innovative solutions. The period of performance (POP) of this task order will be from August 30, 2014 until August 29, 2015 if both three-month option POPs are exercised.

With the exceptions of the constraints/conditions listed in Section 2.2, this Statement of Objectives (SOW) does not provide specific details on the types of solutions to be offered, the comprehensiveness of any specific solutions, nor any specific performance levels/metrics that must be associated with any specific area. The contractor shall provide comprehensive solutions that: (1) are based on an understanding of the current EPA IT telecommunications environment, (2) provide the scope and breadth of services that is responsive to the present and future needs of the EPA user community, (3) ensure the performance levels that must be achieved in all functional areas to provide fully satisfactory levels of service, (4) allow OTOP to offer a wide variety of competitively priced services, (5) create an overall IT telecommunications environment that will continue to meet the changing needs of the EPA user community, and (6) ensure an appropriate level of security based on industry best practices.

C.1.2 Scope

The EPA requires nationwide, enterprise-wide information technology telecommunications to assist in meeting its strategic objectives and responsibilities under Federal legislation and executive orders. It requires information technology and telecommunications infrastructure and related services that are stable, reliable, secure, and responsive to the needs of EPA and its Stakeholders.

Under this task order, the Contractor shall furnish the necessary personnel, materials, equipment, commercial off-the-shelf (COTS) and system software, telecommunications, facilities, and related services required to deliver EPA services listed below. Since the pace of change in the information technology and telecommunications marketplace makes it impossible to fully anticipate how

individual EPA requirements will evolve over the life of the task order, the Contractor shall incorporate innovative and emerging technologies that improve infrastructure and mission performance in the most economic and efficient manner, and are consistent with the EPA IT strategic initiatives and direction.

C.1.3 The following are general and specific functional tasks that are in scope under this SOW.

General Functional Tasks

- Management
- Workload Reporting
- Invoicing

Technical Functional Tasks

- RTP Local Operations
- National Operations FTS Business Office (VOICE)
- National Video Conferencing Support Services
- Audio Conferencing Support Services
- HQ Locator Directory Service
- Special Projects (Field Site Telecommunication Services)
- Mobile Device Services (Cellular/Air Cards)
- Wide Area Network (WAN)

Special Projects defined by Technical Direction Documents

General Overall Objectives

The following overall objectives apply *to all* technical, engineering, and contractual objectives of the ITS-ACT SOW.

- Increase the flexibility of the services delivered to better meet the customers' changing needs.
- Reduce the time required to deliver new technology to solve customer problems.
- Shift the focus of the Government staff to building customer relationships, fully defining customer requirements, and maintaining the quality of service delivered and allow EPA to make the technical decisions required to meet the defined service levels.
- Strengthen the technology support and service delivery provided to current ITS-ACT customers through the use of industry best practices.
- Implement a service delivery paradigm in which EPA reduces management of IT inventory and funding of IT capital investments.
- Support audits by EPA and Federal oversight groups, such as the EPA Inspector General and the General Accounting Office as appropriate.
- Provide uninterrupted, secure, and appropriate customer access to local technology and telecommunication services.
- Obtain an integrated solution for EPA that leverages the strengths of the Industry Partner with the capability of specialized best of breed companies.

- Establish effective contract management practices that facilitate partnership with EPA and its contractors to achieve results, provide a model for innovation that increases efficiency and effectiveness and facilitates other innovation such as share-in-savings or other performance-based approaches.

C.1.4 Overall/General Conditions

The Contractor shall perform all technical and managerial functions during the task order period of performance under the following conditions.

C.1.4.1 Maintaining current functions

The contractor shall, at a minimum, maintain the same level of operational capability provided by OTOP to EPA customers and users in FY 2014/2015 via this task order.

C.1.4.2 Locations

Unless otherwise specified, support and services shall be provided in the Washington, DC metropolitan area, at Research Triangle Park, NC and at regional, laboratory, and field sites located throughout the EPA. The contractor staff in the Washington, DC Metropolitan Area needs to be accessible to the EPA Federal Triangle Campus in downtown DC.

The contractor may be required to provide on-site telecommunications support staff in any of the EPA regional offices, laboratories and field stations. If telecommunications support is required by a regional office or laboratory on a long-term basis, the contractor shall be provided thirty (30) days advance notice before the support begins. The contractor may also be required to support other EPA locations such as emergency response sites, or any location in which EPA has an operational interest. Startup intervals in such cases will be subject to individual negotiations.

C.1.4.3 Protection of EPA Data

The EPA's environmental databases are a primary resource of the United States and protection of their integrity is an absolute necessity. The contractor shall provide and support the telecommunication infrastructure that houses these databases and allows the public to access them via the Internet. The contractor shall have primary responsibility for the defense of these databases and must execute a security program that protects the integrity of the databases consistent with EPA and Federal security policy.

Any security breach shall be identified, closed, and reported in accordance with established EPA policies and procedures at the earliest possible time. Protection of EPA data must be fully evaluated in any proposed change to the EPA infrastructure, and final approval of changes that relate to data protection will be made by the appropriate EPA Official.

Contractor staff must be fully aware of and liable for unauthorized access by their staff. The contractor shall defend against this type of unauthorized access through policy and technical means.

C.1.4.4 Hardware and Software Maintenance

The Contractor shall propose an approach to manage the transition of existing contracts and task orders for hardware/software maintenance under the scope of current task order. A list of all such EPA contracts, agreements, and tasks will be provided as appropriate.

C.1.4.5 Times of Operation

In general, EPA's IT telecommunication infrastructure must be available 24 hours a day, 365 days per year. Some specific functions may only be staffed during normal business hours or as otherwise specified in technical directives to cover customers on both coasts. Specific hours of operation for each function will be provided. With the exception of support for office moves, work outside the normal operational period has been required infrequently. Support for office moves is frequently required during evenings and weekends. In the event of an environmental emergency or operational crisis, the Agency may require extended contractor support.

C.1.4.6 Conformance to EPA Standards and EPA and Federal Policy

The contractor and all of its staff shall abide by all EPA regulations, policies, and procedures while in effect during the contract period of performance. This includes all changes in laws, regulations, policies, and procedures as they evolve during the contract period of performance. Conform to EPA Enterprise Architecture standards and all EPA governing documents associated with the EPA IT and telecommunications infrastructure.

As a minimum, the contractor shall conform to and abide by the following:

C.1.4.6.1 Federal Policies and Regulations

Government Paperwork Elimination Act (GPEA)	http://www.whitehouse.gov/omb/circulars/a130/a130.html
Records management guidance for agencies implementing electronic signature technologies	http://www.nara.gov/
Information Technology Management Reform Act	http://www.whitehouse.gov/omb/memoranda/m96-20.html
Electronic Signatures in Global and National Commerce Act (ESIGN)	http://www.whitehouse.gov/omb/memoranda/m00-15.html
Section 508 Compliance	http://www.access-board.gov/sec508/508standards.htm
Presidential Decision Directive – PDD-62	http://fas.org/irp/offdocs/pdd-62.htm
PDD-63 White Paper	http://fas.org/irp/offdocs/paper598.htm
Presidential Decision Directive – PDD-67	http://fas.org/irp/offdocs/pdd/pdd-67.htm
Government Information Security Reform Act	http://www.whitehouse.gov/omb/memoranda/m01-08.pdf
Federal Information Processing Standards Publications (FIPS PUBS)	http://www.itl.nist.gov/fipspubs/
Privacy Act Policies	http://www.whitehouse.gov/omb/memoranda/m01-05.html
OMB Memorandum on Agency Architecture Development	http://www.whitehouse.gov/omb/memoranda/m97-16.html
OMB Circular A130	http://www.whitehouse.gov/omb/circulars/a130/a130.html
OMB Circular A119	http://www.whitehouse.gov/omb/circulars/a119/a119.html

C.1.4.6.2 EPA Policy and Procedures

IRM Policy Manual	http://www.epa.gov/docs/
Information Technology Architecture Roadmap (ITARM)	http://basin.rtpnc.epa.gov/ntsd/ITARoadmap.nsf
EPA Web Guide	http://www.epa.gov/webguide/index.html
Agency Network Security Policy Order Number 2195.1A4	http://intranet.epa.gov/rmpolicy/ads/transorders.htm
Computer Security Incident Response – Directive 200.06	http://pintra01.rtp.epa.gov/ntsd/directives.nsf?OpenDatabase&Start=1&Count=30&Expand=5

Additional policies and procedures will be referenced as appropriate.

C.1.4.7 Working Capital Fund (WCF) Reporting

The cost of all contractor (providing IT) support shall be reported to the EPA in a method that will sustain EPA Working Capital Fund requirements. This shall include the identity of the customer who requested the work, the cost center for which the work was done, and the amount of the work performed. The time period for the contractor's invoice shall be based on the calendar month to be consistent with the WCF workload reporting. Program Management Office (PMO) cost (i.e., Management, Workload Reporting, and Invoicing) should be allocated and aligned under each functional area/tasks and/or subtasks based upon consumption of work and/or time spent performing the day to day support for each of the respective efforts.

C.1.4.8 Invoicing

The cost of all contractor-provided IT by cost center and designated WCF Registration IDs is information that shall be provided in an invoice.

C.1.4.9 Contractor Background Checks

All contractor staff are required to have a National Criminal Information background check in order to be issued a contractor staff badge. Contractor staff shall not have any felony convictions and shall be legal residents or possess a valid green card issued by the cognizant government agency

C.1.4.10 EPA Public Access

Maintain EPA's current domain name, <http://www.epa.gov>, for its public access Internet presence.

C.3.3.11 Email address format

Maintain the current E-mail address format, i.e., lastname.firstname@epa.gov

C.1.4.12 Role of EPA in the Environment

The EPA and the contractor will work in partnership to achieve the EPA's mission. The partnership will be strengthened by clearly defined roles and responsibilities, which will evolve over the life of the contract. EPA will be responsible for the strategic planning and direction setting. The contractor shall be responsible for the technical planning, consistent with the direction of EPA, and the implementation of the technical plan. EPA will manage this follow-on contract through a governance model that is managed and coordinated jointly between the Office of Acquisition Management (OAM) and OEI.

C.1.4.13 Change Management

The contractor shall maintain a detailed change management process that fully documents all changes for EPA review and to support audits of oversight Agencies. In addition, the contractor shall be responsible for maintaining a high-level change management approval process that will

provide EPA the opportunity to make decisions on major changes, e.g., architectural changes or changes that impact the budget.

C.1.4.14 Independent Review

The contractor shall cooperate and support independent reviews as required by EPA and its oversight Agencies. These reviews will include, but are not limited to, risk and vulnerability assessments, and audits of procedures, performance surveillance, and security reviews. In addition, at the direction of the TOCOR or other individuals authorized by the CO to provide technical direction, the contractor shall provide EPA or an independent surveillance contractor direct access to data generated in performance of this contract.

C.1.4.15 Management Reporting

The EPA Task Order Project Officer (TOPO) and EDSD Stakeholders will provide instruction to the contractor on the use of an existing EPA repository "STARS". This already developed repository will ensure all automated reports and official contractor records are managed in a timely and cost effective manner.

C.1.4.16 Technology Phase Out

The period of performance (POP) of EP-G14H-00986 includes several telecommunication services (e.g. Long Distance, Audio Conferencing Services, Locator Directory Services, RTP Local Operations and Octel voice mail, Mobile Device Services, Emergency Communications System (ECS), National Voice Mail Gateway (NVMG) may be phased-out of the current IT environment due primarily to EPA's evolving technology environment and associated changes (e.g., VoIP, WAN improvements, etc.).

C.1.4.17 Period of Performance

The POP of this time and materials task order will be for a base 6 (6) month POP ending on February 28, 2015 and two (2) three-month option POPs. Option POP 1 will be March 1, 2015 to May 31, 2015 and Option 2 POP is June 1, 2015 to August 29, 2015. If both option POPs are exercised, the end date of the task order will be August 29, 2015.

C.1.5 ITS-ACT Services

Consistent with the overall objectives and conditions stated above and below, the contractor shall deliver the following services:

C.1.5.1 Transition

C.1.5.2 Task Order Transition

The contractor shall be responsible for transition to between this task order and a new task order at the completion of the active POP. During task order transition, all the Functional Tasks and Special Projects in C.3.5 to the same extent as they are being performed under this PWS in EP-G14H-00986.

C.1.5.3 Solution Transition

The contractor shall be responsible for ensuring full operations capability and a seamless transition to any follow-on task order. The contractor's shall provide a transition plan and cost estimate when the task order CO requests one. The TOCOR and CO will review and approve the plan prior to implementation by the contractor.

C.1.6 Functional Tasks

The Functional Tasks represent the activities associated with ongoing IT services provided by OTOP to its customers. Functional Tasks include "General Functional Tasks" that apply to the overall contract and "Technical Functional Tasks," which encompass all the specific IT telecommunication activities performed by the contractor under this task order. The contractor shall provide the required services to accomplish all of the following Functional Tasks:

Tasks and/or Sub Tasks	Support to be provided	Additional comments
<i>General Tasks (applicable to all other tasks and/or sub tasks)</i>		
<i>Tasks C.1.6.1 – Charge to WCF code and Registration ID as appropriate.</i>		
Program Management and General Contract Support	Provide routine program/project management and contract support functions related to ongoing telecommunications operations (e.g., initiation planning, and execution, monitoring, controlling and close out). The contractors technical approach i.e., work plan (WP) must solidify the contractors ability for managing all areas of the tasks and sub tasks e.g., monitoring and managing constraints i.e., time, cost, scope, quality, customer satisfaction, risk and	This sub task governs all other tasks and/or sub-tasks awarded under this TO. The Program Management and Contractor Support i.e. labor hours (LH) are to be allocated in accordance to the contractors spending e.g. technical performance for that task/sub-tasks. Additional information will be specified in the governments Technical Directive Document (TDD) upon award of this task order.

Workload Reporting	resources.	Additional information will be specified in the governments Technical Directive Document (TDD) issued during the POP of this task order
Invoicing	<p>Process workload data to develop monthly WCF workload reports in accordance with EPA WCF requirements.</p> <p>Provide detail information on the changes for contract performance</p>	

Task C.1.6.2 - WCF CODE: XE RTP Location Operations	Operate EPA's centralized FTS business office and Voice/Video Technology and Engineering Center (VTEC).	Additional information will be specified in the governments Technical Directive Document (TDD) issued during the POP of this task order
Task C.1.6.3 – WCF CODES: LD, LE AND LF National Operations, FTS Business	<p>The National Voice Operations task supports voice and data telecommunication facilities and programs which in turn are used by 18,000 EPA employees and their countless contractors, consultants, and grantees throughout the United States.</p> <p>National Voice Operations conveniently subdivides into two distinct areas of National Voice Support and the FTS Business Office. NVS responds to field site requests for a variety of telecom information and consulting</p>	Additional information will be specified in the governments Technical Directive Document (TDD) issued during the POP of this task order.

	<p>projects, and staffs a telecom help desk and research center. The FTS Business Office handles the ordering, registration, and billing for multiple long distance services.</p>	
<p>Task C.1.6.4 – WCF CODES: NB, NG AND NT</p> <p>Video Conference Support</p>	<p>Provide full-service support in planning, scheduling, and running of video bridging and video teleconferences services, including Video Over Internet Protocol, Firewall Traversal solutions, and streaming video conferences on the Internet. Ensure Headquarters National Video Teleconferencing capabilities take place with other EPA Regional sites, contractors, and any other organization involved with helping EPA fulfill its mission and business objectives.</p>	<p>Additional information will be specified in the governments Technical Directive Document (TDD) issued during the POP of this task order.</p>
<p>Task C.1.6.5 – WCF CODE: NA</p> <p>Audio Conferencing Services</p>	<p>Provide all EPA employees nationwide and its states, partners, and tribes with a reservation-less audio conferencing capability that is an economical substitute for face-to-face meetings, Service must be available 24 hours, seven days a week, especially for conferencing participants who are located in different geographical areas.</p>	<p>Additional information will be specified in the governments Technical Directive Document (TDD) issued during the POP of this task order.</p>

<p>Task C.1.6.6 – WCF CODE: DM</p> <p>HQ Locator Directory</p>	<p>Operate the Headquarters directory assistance number, maintain the locator database and telephone directories.</p>	<p>Answer calls, operate and maintain Oracle locator database.</p> <p>This task may expire during the POP of this task order.</p>
<p>Task C.1.6.7 - WCF CODE: MD</p> <p>Mobile Device Services</p>	<p>Provide National Blackberry and Blackberry Cellular Services to EPA national and regional locations. The contractor shall provide administrative support (e.g., phone number identification, billing reconciliation, etc.) as appropriate. Administrative support also includes working with carriers on billing invoices, operating features, functionality, terms and conditions, ordering and installation of blackberry devices at the desktops.</p>	<p>Provide centralized support activity for all EPA Blackberry and Blackberry cellular devices nationwide, as well as any other mobile devices the Agency supports. Contractor will be responsible for ordering (not purchasing) devices and services as required, processing tracking, and billing all orders for Blackberry and Blackberry cellular services.</p> <p>Part of this service is expected to expire based on the evolution of technology. Additional information will be specified in the governments Technical Directive Document (TDD) issued during the POP of this task order.</p>
<p>Task C.1.6.8 – WCF CODE: TC</p> <p>Special Projects (i.e., Field Site Telecommunications Services for Athens and Atlanta). For additional information refer to Section 3.5.10</p>	<p>Provide support in the operation, administration and maintenance of specialized projects as tasked i.e., installation and maintenance, performance and maintenance of voice and data wiring.</p>	<p>Additional information will be specified in the governments Technical Directive Document (TDD) issued during the POP of this task order.</p>

	<p>Installation and support of facsimile operations, manage EPA cable facilities, and support telecommunications. Devices such as Blackberries, PDAs, and on site network, telecommunication, and desktop support.</p>	
<p><i>Task C.1.6.9 –CODE: KE</i></p> <p>Wide Area Network (WAN)</p>	<p>EPA's Wide Area Network (WAN) Operations maintains the EPA's National Data Telecommunications' Infrastructure (Data Network) that connects EPA offices nationwide to each other. In support of these activities, the contractor shall support the EPA WAN operations staff in the research, ordering, delivery coordination, bill review and invoicing for local and national data circuits and services that make up EPA's national telecommunication network otherwise known as the WAN.</p>	<p>Additional information will be specified in the governments Technical Directive Document (TDD) issued during the POP of this task order.</p>
<p><i>Task C.1.6.10 Special Projects</i></p>	<p>EPA currently provides OTOP customers with specialized information technology/information management project support for ongoing and short-medium term projects. These Special Projects are associated with project-oriented IT activities ordered by OTOP's customers. The contractor shall provide the required information technology/information management support to assist EPA as required in all special projects when authorized under the contract.</p>	<p>Additional information will be specified in the governments Technical Directive Document (TDD) issued during the POP of this task order.</p>

C.1.7 Government Furnished Property (GFP) and Contractor-Acquired Property (CAP)

The contractor will transition all GFP and CAP under the current task order EP-G12H-00021 to Task Order EP-G14H-00986. The contractor shall adhere to FAR Part 45 and EPA GFP procedures accordingly throughout the life of the task order.

C.1.8 Task Order Phase-Out Transition

The contractor shall support the Agency in a seamless transition upon the completion of EP-G14H-00986 to any new task order/contract.

C.2 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1984)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this task order:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the Contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime Contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a Contractor to represent itself as EPA to outside parties. Conducting administrative hearings.

15. Reviewing findings concerning the eligibility of EPA employees for security clearances.
16. The actual preparation of an office's official budget request.

C.3 EPAAR 1552.211-79 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (JULY 2012)

Incorporated by reference.

C.4 ADDITIONAL INFORMATION REGARDING EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (CUSTOM)

- (a) The Contracting Officer (CO) reserves the right to update the task order with any changes to EPA policies and procedures for Information Resource Management whenever the EPA, the Office of Management and Budget (OMB) and/or the Office of Federal Procurement Policy (OFPP) policies, procedures and regulations change.
- (b) The CO will provide the Contractor with an opportunity to respond to changes to the policy procedures; however, the Contractor shall comply immediately to these changes unless the CO directs otherwise or provides the Contractor with a specific written exemption.
- (c) The CO will provide hard copies of any IRM policies to the Contractor upon request or when a change to IRM policy is unavailable but applicable to Contractor performance under the Contractor's EPA task order.

C.5 COMPLIANCE WITH FEDERAL, NIH AND EPA REGULATIONS, POLICY AND STANDARDS (CUSTOM)

The Contractor shall abide by all Federal, NIH and EPA regulations, policies, and procedures in effect during the task order period of performance. This includes all changes in laws, regulations, policies, and procedures as they evolve during the EPA's task order's period of performance. The offeror shall not be required to conform to these policies and regulations until after task order award. Internal EPA and OEI specific policies and regulations, as well as security related documents, will be provided to the Contractor during the task order period of performance as necessary.

SECTION D – PACKAGING AND MARKING

This section incorporates all of the clauses and provisions of the Offeror's underlying NITAAC CIO-SP3 contract.

No EPA clauses included in this section.

SECTION E – INSPECTION AND ACCEPTANCE

This section incorporates all of the clauses and provisions of the Offeror's underlying NITAAC CIO-SP3 contract.

SECTION F – DELIVERIES OR PERFORMANCE

This section incorporates all of the clauses and provisions of the Offeror's underlying NITAAC CIO-SP3 contract.

The full text of an EPAAR clause may be accessed electronically at this address:

<http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&rgn=div6&view=text&node=48:6.0.1.8.35.1&idno=48>

F.1 EPAAR 1552.211-70 REPORTS OF WORK (OCT 2000)

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with RFP Attachment #1 -- Performance Work Statement. Each report shall

cite the contract number, identify the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the Contractor preparing the report.

F.2 EPAAR 1552.211-72 MONTHLY PROGRESS REPORTS (JUN 1996)

(a) The Contractor shall furnish electronic copies of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost.

(b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.

(c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding task area and/or ODC item(s).

(d) The report shall specify financial status for the task order as follows:

(1) For the current reporting period, display the amount claimed.

(2) For the cumulative period and the cumulative task order life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.

(3) For the Direct Labor portion of the monthly reporting period for each period of performance.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the total cost broken out by the task order prime Contractor and for each of the prime Contractor's subcontractors.

(iii) For the cumulative task order period of performance: the awarded amount, expended and remaining cost for the prime Contractor, and each of the prime Contractor's subcontractors.

(iv) Display the estimated costs to be expended during the next reporting period.

(v) Display the current dollar ceilings in the task order, net amount invoiced, and remaining amounts for the following categories: Contractor costs, subcontracts by individual subcontractor if applicable, and ODCs.

(vi) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the task order.

(4) For the optional task portions of the monthly reporting period in each period of performance.

(i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.

(ii) For the current reporting period, display the total cost broken out by the prime Contractor and each of the prime Contractor's subcontractors.

(iii) For the cumulative task order period of performance and the cumulative task order life display: the awarded amount, expended and remaining cost for the prime Contractor, and each subcontractor.

(iv) Display the estimated costs to be expended during the next reporting period.

(v) Display the current dollar ceilings in the task order, net amount invoiced, and remaining amounts for the following categories: Contractor costs, subcontracts by individual subcontractor if applicable, and ODCs.

(vi) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the task order.

(e) The report's financial status shall specify:

(1) For the current period, display the amount claimed.

(2) For the cumulative period display: amount shown on accepted submission incorporated into the task order or the revised amount, if applicable, (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the task order amount, less total amounts originally invoiced, plus total amount disallowed.

(3) Labor hours.

(i) A list of employees, their labor categories, and the number of hours worked for the reporting period.

(ii) For the current reporting period, display the expended direct labor hours and costs broken out for the prime Contractor and each subcontractor.

(iii) For the current reporting period, cumulative task order period, and the cumulative task order life display: the negotiated, expended and remaining direct labor hours and costs broken out by task order labor hour category for the prime Contractor and each subcontractor.

(iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.

(v) Display the estimates of remaining costs for the T&M portion of the task order and the direct labor hours and costs for any exercised optional tasks to complete the task order.

(4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the task order.

(5) A list of deliverables for the task order during the reporting period.

(f) This submission does not change the notification requirements of the "Limitation of Funds" requiring separate written notice to the Contracting Officer.

(g) The reports shall be submitted to the Contracting Officer's Representative and Contracting Officer within seven (7) calendar days each month after the close of the Contractor's billing cycle and in accordance with the clause "Submission of Invoices" following the first complete reporting period of the task order.

F.3 EPAAR 1552.211-75 WORKING FILES (APR 1984)

Incorporated by reference.

F.4 TASK ORDER PERIOD OF PERFORMANCE (CUSTOM)

(a) The EPA task order has a potential 12-month period of performance: Base of 6 months and 2 three-month Option Periods. The period of performance will be August 28, 2014 through August 27, 2015 if both option periods of performance are exercised.

(b) The EPA reserves the right to exercise the "Continuity of Services" clause of the Contractor's current underlying NITAAC CIO-SP3 contract to effect a 3-month transition period at the end of the final period of performance.

(c) The task order period of performance is contingent upon the Contractor's NITAAC CIO-SP3 contract period of performance. If the Contractor's NITAAC CIO-SP3 contract is terminated by NIH prior to end of this task order's period of performance, this task order is deemed to be terminated in accordance with NIH and this task order's terms and conditions, and existing NIH policies.

(d) The Contractor is responsible for notifying the EPA Contracting Officer (CO) **immediately**, in writing, whenever NIH notifies the Contractor that its current contract is terminated and no further extensions of its NITAAC contract period of performance will be awarded. The Contractor shall also immediately notify the CO if NIH terminates its contract prior to its current expiration date. Failure to notify the EPA CO may be the basis for a "Termination for Default."

(f) Unless otherwise indicated, the term "day" refers to calendar days as defined by the Federal Acquisition Regulation (FAR). However, if the day falls on a Saturday, Sunday, or Federal holiday, then the period shall include the next working day. The term "close of business" refers to 5:00 PM Eastern Time Zone.

SECTION G – CONTRACT ADMINISTRATION DATA

This section incorporates all of the clauses and provisions of the Offeror's underlying NITAAC CIO-SP3 contract.

G.1 SUBMISSION OF INVOICES – RTP FINANCE (CUSTOM)

Invoices shall be prepared containing the following information:

- Date of Invoice
- Invoice number
- Total amount billed
- NITAAC Contract number
- EPA task order number
- Complete company name and billing address as stated on the task order
- Period of performance, where applicable
- Description of commodities/services furnished
- DUNS & Taxpayer Identification Number Bank for EFT payment, bank name, address, account number and routing number, if not in the Central Contractor Registration System (CCR)
- Point of contact (POC) name, phone number and email address

Invoices shall be submitted to the address specified below -OR- submitted via e-mail (preferred) to: DDC-KInvoices@epa.gov using the following procedures:

- Attach the Invoice PDF file to the email with the following naming convention and SUBJECT line: NITAAC Contract #, Invoice # and EPA task order # in the SUBJECT line of the email. No follow-up hardcopy for the Finance Center is required.
- Email body:
 - Submit no correspondence in the body of the email and do not include any attachments which are not invoices.
 - Provide all relevant information within each invoice attachment. Invoice page 1 must be first page of image.
 - It is suggested that the following statement be included in the email body: "NOTICE: this email data is for the designated recipient only and may contain privileged or confidential information. If you have received it in error, please notify the sender immediately and delete the original. Any unauthorized use of this email is prohibited."
- Each invoice must be signed by a representative of the Contractor that is fully and completely authorized to sign on behalf of the Contractor. The representative must also print their name, direct dial phone number, and email address.
- **Attachment file name protocol is very important (invoice may be rejected if PDF naming protocol is incorrect).** Please contact EPA's Financial Office Customer Service for invoice instructions at: (919) 541-1148, or via email at: ContractPaymentInfo@epa.gov.
- Receipt date for invoices will be the date RTP-Finance retrieves and successfully opens the invoice attachments. If invoices are sent on a weekend or federal holiday, or after 3 p.m. (EST or EDT) on a regular work day, the receipt will be dated for the next business day.

- Submitted invoices which do not conform to these procedures may be determined to be an inappropriate submission and are subject to rejection.
- The Contractor shall carbon copy (cc:) both the COR and CO on the email that the Contractor submits its electronic invoice to EPA's Research Triangle Park Finance Center.

If you are unable to submit your task order invoice via email, please use the mailing addresses below:

U.S. Postal Service	U.S. Environmental Protection Agency RTP-Finance Center (D143-02) Durham, N.C. 27711
UPS, Federal Express, or Overnight Mail	U.S. Environmental Protection Agency RTP-Finance Center 4930 Old Page Road (D143-02) Durham, N.C. 27703

For task order invoicing or other issues, please contact EPA's Financial Office Customer Service at: (919) 541-1148, or via email at: ContractPaymentInfo@epa.gov. Payment information and notification may be accessed by registering with the Department of Treasury's Internet Payment Platform (IPP) system at: <https://www.ipp.gov/>

G.2 CONTRACTING OFFICER'S REPRESENTATIVES (CUSTOM)

The Task Order Contracting Officer's Representative (TOCOR), the Alternate TOCOR, the Contract Specialist (CS), and the Contracting Officer (CO) for this task order are as follows:

Task Order Contracting Officer's Representative (TOCOR)

Deborah L. Seal
U.S. EPA
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460-0001

Mail Code: 2832T
Phone Number: (202) 1776
FAX Number: (202) 566-1790
E-Mail Address: seal.deborah@epa.gov

Alternate Task Order Contracting Officer's Representative (ATOCOR)

Delores (Dce) Clark
U.S. EPA
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460-0001

- Submitted invoices which do not conform to these procedures may be determined to be an inappropriate submission and are subject to rejection.
- The Contractor shall carbon copy (cc:) both the COR and CO on the email that the Contractor submits its electronic invoice to EPA's Research Triangle Park Finance Center.

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Task Order Contracting Officer's Representative (TOCOR)

Deborah L. Seal
U.S. EPA
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460-0001

Mail Code:2832T
Phone Number: (202) 1776
FAX Number: (202) 566-1790
E-Mail Address: seal.deborah@epa.gov

Alternate Task Order Contracting Officer's Representative (ATOCOR)

Lynsey Lanier
U.S. EPA
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460-0001

Mail Code: 2832T
Phone Number: (202) 566-0890
FAX Number: (202) 566-1790
E-Mail Address: clark.dee@epa.gov

Contracting Officer

Lin Pinskey
U.S. EPA
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460-0001

Mail Code: 3803R
Phone Number: (202) 564-4394
FAX Number: (202) 565-2560
E-Mail Address: Pinskey.lin@epa.gov

G.3 EPAAR 1552.242-71 CONTRACTOR PERFORMANCE EVALUATIONS (JULY 2011)

In accordance with Federal Acquisition Regulation (FAR) Subpart 42.15 and EPAAR 1542.15, the EPA will prepare and submit past performance evaluations to the Past Performance Information Retrieval System (PPIRS). Evaluation reports will be documented not later than 120 days after the end of an evaluation period by using the Contractor Performance Assessment Reporting System (CPARS) which has connectivity with PPIRS. Contractors must register in CPARS in order to view/comment on their past performance reports.

SECTION H – SPECIAL CONTRACT REQUIREMENTS

This section incorporates all of the clauses and provisions of the Offeror's underlying NITAAC CIO-SP3 contract.

The full text of an EPAAR clause may be accessed electronically at this address:

<http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&rgn=div6&view=text&node=48:6.0.1.8.35.1&idno=48>

H.1 EPAAR 1552.203-71 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (AUG 2000)

Incorporated by reference.

H.2 EPAAR 1552.208-70 PRINTING (SEPT 2012)

Incorporated by reference.

H.3 EPAAR 1552.209-70 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (APR 1984)

Incorporated by reference.

H.4 EPAAR 1552.209-71 ORGANIZATIONAL CONFLICT OF INTEREST (MAY 1994) ALTERNATE 1

Incorporated by reference.

H.5 EPAAR 1552.209-73 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (MAY 1994)

Incorporated by reference.

H.6 EPAAR 1552.227-76 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (MAY 1994)

Incorporated by reference.

H.7 EPAAR 1552.235-70 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (APR 1994)

Incorporated by reference.

H.8 EPAAR 1552.235-71 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (APR 1984)

Incorporated by reference.

H.9 EPAAR 1552.235-79 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APR 1996)

Incorporated by reference.

II.10 EPAAR 1552.235-80 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (OCT 2000)

If the Contractor is required to have access to confidential business information (CBI) during the performance of this task order, the Contractor shall not have access to any CBI submitted to EPA under any authority until the Contractor obtains from the task order Contracting Officer's Representative a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the Contractor.

H.11 EPAAR 1552.237-71 TECHNICAL DIRECTION (AUG 2009) (CUSTOM)

(a) Definitions.

"Task Order Contracting Officer Representative (COR)," means an individual appointed by the Contracting Officer in accordance with Agency procedures to perform specific technical and administrative functions.

"Task order," as used in this clause, means work assignment, delivery order, or any other document issued by the Contracting Officer to order work under a service contract.

(b) The Task Order Contracting Officer Representative(s) may provide technical direction on task order or work request performance. Technical direction includes:

(1) Instruction to the Contractor that approves approaches, solutions, designs, or refinements; fills in details; completes the general descriptions of work shifts emphasis among work areas or tasks; and

(2) Evaluation and acceptance of reports or other deliverables.

(c) Technical direction must be within the scope of work of the task order and any task order there under. The Contracting Officer Representative(s) does not have the authority to issue technical direction which:

(1) Requires additional work outside the scope of the task order;

(2) Constitutes a change as defined in the "Changes" clause;

(3) Causes an increase or decrease in the estimated cost of the task order;

(4) Alters the period of performance of the task order; or

(5) Changes any of the other terms or conditions of the task order.

(d) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after oral issuance. The Contracting Officer will be copied on any technical direction issued by the Contracting Officer Representative.

(e) If, in the Contractor's opinion, any instruction or direction by the Contracting Officer Representative(s) falls within any of the categories defined in paragraph (c) of the clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 3 days after receiving it and shall request that the Contracting Officer take appropriate action as described in this paragraph. Upon receiving this notification, the Contracting Officer shall:

(1) Advise the Contractor in writing as soon as practicable, but no later than 30 days after receipt of the Contractor's notification, that the technical direction is within the scope of the task order effort and does not constitute a change under the "Changes" clause of the contract;

(2) Advise the Contractor within a reasonable time that the Government will issue a written modification to the contract; or

(3) Advise the Contractor that the technical direction is outside the scope of the task order and is thereby rescinded.

(f) A failure of the Contractor and Contracting Officer to agree as to whether the technical direction is within the scope of the task order, or a failure to agree upon the task order action to be taken with respect thereto, shall be subject to the provisions of the clause entitled "Disputes" in this task order.

(g) Any action(s) taken by the Contractor, in response to any direction given by any person acting on behalf of the Government or any Government official other than the Contracting Officer or the Contracting Officer Representative, shall be at the Contractor's risk.

NOTE: The Task Order Contracting Officer's Representative (TOCOR) is the primary representative of the Contracting Officer (CO) authorized to provide technical direction. TOCORs must maintain copies of all technical direction and provide a copy to the CO upon the CO's request.

H.12 TECHNICAL DIRECTION DOCUMENTS (CUSTOM)

(a) The Contractor shall perform work under this task order as specified in written Task Technical Direction Documents (TDDs) issued by the Contracting Officer (CO), the Task Order Contracting Officer's Representative (TOCOR) or CO-appointed Technical Monitors. The Government will issue performance-based, completion type TDDs, on either on a firm fixed price or time-and-materials basis. The cumulative value of all of the TDDs for any performance period shall not exceed the established ceiling price for the performance period listed in B.2 of this task order.

(b) Each Technical Direction Document ties back to the Quality Assurance Surveillance Plan (QASP) which will include the areas to be measured, the acceptance criteria, and the positive or negative monetary incentive, as well as the specific deliverables required under the TDD. The contractor shall submit a technical and cost estimate within ten (10) calendar days of receipt of a TDD. The Contractor shall transmit its submission to the CO, TOCOR and TM. The Contractor's cost estimate shall identify the labor categories and their associated labor rates, the number of hours assigned to each labor category, and shall clearly identify all other direct costs items.

(c) The Contractor shall review each technical Direction Document and propose the labor categories and rates most appropriate for the requirement. The Government reserves the right to request supplemental data to substantiate any loaded labor rates proposed, and to negotiate the estimate based on price reasonableness or cost realism.

(d) No technical work shall begin on a TDD until such time as the contractor receives written authorization from the CO to proceed.

(e) TDDs will be sent to the Contractor attached to an email. The Contractor shall acknowledge receipt of the TDD to the CO, TOCOR and TM.

(f) Upon successful completion of the TDD, the contractor shall receive the agreed upon amount provided the services delivered were acceptable to the government and the TDD was performed in accordance with the QASP.

(g) In addition to the services/effort specified in the TTDs, the Contractor shall provide the reports and other deliverables stipulated in **Section F DELIVERIES OR PERFORMANCE**.

H.13 EPAAR 1552.237-72 KEY PERSONNEL (APR 1984)

(a) The offeror shall assign to this task order the following Key Personnel:

<u>Title of Position</u>	<u>Name</u>
Project Manager	(b)(4)

(b) During the first 90 calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer (CO) within **15** calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90 day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least **30** calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the CO. Proposed substitutes shall have equivalent qualifications to those of the persons being replaced. The CO will notify the Contractor within **15** calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.14 EPAAR 1552.237-75 PAPERWORK REDUCTION ACT (APR 1984)

Incorporated by reference.

H.15 EPAAR 1552.237-76 GOVERNMENT - CONTRACTOR RELATIONS (JUNE 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this task order by the Contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the task order

between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this task order shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts or task orders, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(c) Employee Relationship:

(1) The services to be performed under this task order do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This task order does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this task order are not subject to Federal income tax withholdings.

(2) Payments by the Government under this task order are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this task order.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this task order.

(5) The entire consideration and benefits to the Contractor for performance of this task order is contained in the provisions for payment under this task order.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor task order activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor shall notify the CO in writing promptly, within **10** calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice shall include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The CO will promptly, within **10** calendar days after receipt of notice, respond to the notice in writing. In responding, the CO will either:

(i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) Countermand any communication regarded as a violation,

(iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it shall be furnished by the Contractor and the date thereafter by which the Government will respond.

II.16 EPAAR 1552.245-71 GOVERNMENT-FURNISHED DATA (SEPT 2009)

Incorporated by reference.

H.17 LOCAL CLAUSE EPA-H-31-104 APPROVAL OF CONTRACTOR TRAVEL

(a) Any Contractor travel which may be directly charged to the task order shall be authorized in advance by the Contracting Officer (CO) for all non-emergency travel. This approval shall be separate from the process associated with the approval of the Contractor's technical and cost/price proposal (see paragraph (c) below).

(b) Travel requests shall be submitted at a minimum of three (3) weeks in advance unless the CO initiates a requirement for Contractor personnel to travel in less than this 3-week requirement.

(c) Travel shall be authorized under this task order only when the travel is required to provide a direct service (including management oversight) or specific product to the Government. The Contractor shall identify the need for travel in any written request submitted and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the Government. Including the estimates for travel in the Contractor's submission in response to the RFP does not negate the requirement for the Contractor to submit a separate travel request in accordance with paragraph (e) below. Unless/until the CO specifically approves the Contractor's travel request (see paragraph (e) below), the Contractor shall not perform travel. Travel and associated costs for such travel lodging, per diem, and incidental expenses, shall be allowable only in accordance with the limitations of FAR 31.205-43, FAR 31.205-46 and Federal Travel Regulations.

(d) Travel expenses for Federal employees shall not be an allowable cost under this task order. Travel approval shall not be rendered for any personnel (including for example State or local Government officials, academicians, etc.) except for employees of the Contractor, or an authorized subcontractor or consultant, who are performing a bona fide function to accomplish the task order's PWS.

(e) To obtain the approval for travel, the Contractor shall submit a separate written request to the CO and COR for each instance of travel for Contractor/subcontractor personnel that is contemplated or is the result of an emergency response requirement, as a direct charge under the task order. The Contractor's request shall include (at a minimum) the following information:

(1) Individual(s) traveling. Identify position and affiliation as a Contractor/subcontractor employee.

(2) Description of circumstances necessitating the travel. Identify the task order benefit of the travel and identify the correlation of the travel to the requirements of the Performance Work Statement (cite paragraph of Contractor's proposal and section of the PWS).

(3) Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the task order requirements.

(f) Any time while on travel, on the telephone, and/or while attending a meeting/conference on behalf of the EPA, Contractor/subcontractor personnel shall clearly identify corporate affiliation at the start of any conversation. If Contractor/subcontractor personnel are attending EPA-sponsored meetings, conferences, symposia, etc., or while on a Government site, all badges worn by Contractor personnel shall clearly identify individuals as Contractor employees. Contractor personnel are strictly prohibited from acting as a representative of the Agency at meetings, conferences, symposia, telephone conferences, etc.

(g) The Contractor may request a CO letter for its travelers to use, either individually or collectively, that requests that the lodging venue offer the same rate as it would extend to Federal personnel or to a Contractor that is traveling on behalf of the Federal Government and being paid for by the Federal funds on a task order. If, however, the Contractor is able to obtain a corporate rate that is lower than the NIH lodging allowance, the Contractor shall use that rate. The Contractor shall use a rate that provides the best-value to the Government.

(h) The Contractor shall first reimburse a traveler prior to submitting a request for reimbursement and provide the COR and CO with an itemized copy of any traveler's claim for reimbursement. The Contractor shall comply with all Federal laws, regulations and this clause for all requests for travel reimbursement.

(i) No travel shall be reimbursed that does not comply with the terms of this clause, unless the Contractor receives express, written approval from the CO.

H.18 LOCAL CLAUSE EPA-H-31-105 APPROVAL OF CONTRACTOR TRAINING

(a) The Contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the task order PWS. The Contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the task order. In addition, the Contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The Contractor shall provide documentation of such training upon to the CO and COR in the Contractor's Monthly Progress Reports as a separate, clearly identified item.

(b) The Government will not directly reimburse the cost for Contractor employees to meet or maintain minimal task order requirements or to obtain and sustain an appropriate level of professionalism. The Government will only consider reimbursement of any direct charges for training if the Contractor complies with the procedures set forth in paragraph (c) below.

(c) The Government may determine to reimburse the direct cost of training only when the Government determines that to do so is in the best interests of the Government associated with a requirement that represents a unique Government need unrecognized at the time of task order award.

When such circumstances occur, the Contractor shall secure the CO's prior written approval by submitting a written request to the CO and COR that includes, at a minimum the following information:

(1) Individual to be trained (identify position and job duties under task order).

(2) Description of circumstances necessitating the training. (Describe the specific change to the performance requirements. Identify the section of the PWS that will benefit from training and describe in detail how the training relates to the PWS and job duties under the task order.)

(3) Estimated cost (Include a cost breakdown. Explain why this is the most cost effective means to fulfill the task order requirements.)

(d) The CO will provide the Contractor with written approval or disapproval of the Contractor's request. Approval of the Contractor's submission in response to the RFP that includes training as an additional cost shall not be construed to mean the training is approved; i.e., the Contractor shall obtain written approval pursuant to the terms of this clause. Training billed as a direct cost shall be disallowed by the CO unless approves it in accordance with this clause.

(e) The Contractor shall include a clause with language that is substantially the same in all of the Contractor's subcontract agreements under this task order.

H.19 LOCAL CLAUSE EPA-H-42-103 TEMPORARY CLOSURE OF EPA FACILITIES

(a) (1) The Environmental Protection Agency observes the following days as federal holidays. The term "Federal holidays" as used in this clause shall mean only the following enumerated days and any other days hereafter declared National holidays by the President of the United States. Holidays falling on a Sunday will be observed on the following Monday. Holidays falling on a Saturday will be observed on the preceding Friday.

January 1	New Year's Day
January	Third Monday - Martin Luther King Day
February	Third Monday - Washington's Birthday
May	Last Monday - Memorial Day
July 4	Independence Day
September	First Monday - Labor Day
October	Second Monday - Columbus Day
November 11	Veterans Day
November	Fourth Thursday - Thanksgiving Day
December 25	Christmas Day

(2) Holiday observances of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in the contract.

(b)(1) EPA may close an EPA facility for all or a portion of a business day as a result of:

- (i) Granting administrative leave to non-essential EPA employees (e.g., unanticipated holiday);
- (ii) Inclement weather;
- (iii) Failure of Congress to appropriate operational funds;
- (iv) Any other day designated by Federal law, Executive Order or Presidential Proclamation; or
- (v) Other reason as determined by the EPA (e.g., designated furlough day for federal workers).

(2) In such cases, Contractor personnel not determined by the CO to be exempted (e.g., not performing mission-critical round-the-clock services/tasks) who are not already on duty at the facility shall not report to the facility. Such Contractor personnel already present shall be dismissed and shall leave the facility.

(3) The Contractor agrees to continue to provide sufficient personnel to perform round-the-clock requirements of mission-critical services/tasks already in operation or scheduled for performance during the period in which EPA employees are dismissed, and shall be guided by any specific instructions of the CO or his/her duly authorized representative. In formulating instructions the CO or authorized representative may consider recommendations from regional/local EPA facilities management/operations staff.

(c) When Contractor personnel services are not required or provided due to closure of an EPA facility as described in paragraph (b), the task order price will be adjusted as follows:

(1) For fixed-price contracts, deductions in the Contractor's price will be computed as appropriate for the particular firm fixed price task order in question, e.g.,

(i) The deduction rate in dollars per day will be equal to the per-month task order price divided by 21 days per month. In this example, the 21-days-per-month figure was calculated as follows: 365 calendar days/year – 10 Federal holidays – 104 Saturdays/Sundays = 251 days/12 months = 20.92 days/month, rounded up to 21 days/month

(ii) The deduction rate in dollars per day will be multiplied by the number of days services are not required or provided. If services are provided for portions of days, appropriate adjustment will be made by the CO to ensure that the Contractor is compensated for services provided.

(2) For cost-reimbursement, time-and-materials and labor-hour type contracts, EPA shall not reimburse, as direct costs, salaries or wages of Contractor personnel for the period during which such personnel are dismissed from, or do not have access to, the facility.

(d) The Contractor shall place identical requirements, including this paragraph, in all subcontracts that require performance of work on-site unless otherwise instructed by the CO.

H.20 SPECIAL SECURITY REQUIREMENTS FOR CONTRACTORS PERFORMING RESPONSE SERVICES AND/OR WORK ON A FEDERAL FACILITY (CUSTOM)

(a) For purposes of this clause, the following definitions apply:

(1) Sensitive Activities: A "Sensitive Activity" is an activity that the Environmental Protection Agency (EPA) has determined to have significant security concerns. A Sensitive Activity will be identified by the Contracting Officer (CO) and can be a task, place, or position that the CO has determined to be of such sensitivity to the Agency that higher level suitability criteria must be met by the Contractor's personnel before performance. Examples of Sensitive Activities are law enforcement activities, geographically sensitive locations such as military installations and Government buildings, and certain IT activities.

(2) Suitability Criteria: "Suitability Criteria" refers to pertinent information obtained through background checks used to identify character traits and past conduct that are reasonably sufficient to indicate whether a given individual is likely or not likely to be able to perform the requirements of a contract, task order, delivery order or subcontract for EPA without undue risk to the interests of the Government.

(3) Contractor Responsibility: Contractors are responsible for performing background checks and applying the Government's suitability criteria, identified in paragraph (e)(2), before the individual employee(s) may perform task order services for the EPA that involve access to EPA's Intranet and meet the HSPD-12 criteria. Contractors shall provide only those employees that meet the Government's suitability criteria identified in paragraph (e)(2). Background checks must be performed only once by the successful Contractor for the period of performance of the task order. The coverage of the background check must include, at a minimum, a check of criminal history through national, state, and county law enforcement jurisdictions. Additionally, the check must provide sufficient information to permit the Contractor to apply the Government's suitability criteria. The Contractor is responsible for completing a background check on each of his employees prior to the employees beginning work onsite. To be valid, a background check must have been performed within the 6 month period prior to the employee beginning onsite work. At a minimum, the background check will include:

- i. National criminal and civil records
- ii. Credit report
- iii. Social security number trace
- iv. Verification of US citizenship, visa legal H-1B, or legal resident status
- v. Written inquiries to appropriate local law-enforcement agencies former employers and supervisors
- vi. Check of references
- vii. Verification of claimed degrees/education/military service
- viii. Professional license and certification verification

(b) In order to perform and continue performing work under this task order, all Contractor and subcontractor personnel shall be subject to an Agency-determined background investigation commensurate with the personnel's level of access and privileges to Agency data and systems. At a minimum, all Contractor and subcontractor personnel must receive a favorable National Agency Check with Inquiries (NACI) plus a credit search report that the Agency will conduct. To avoid unnecessary delays, new Contractor and subcontractor personnel will be granted interim access to Agency data and systems that are required by the task order pending completion of the background investigation. The Government will immediately terminate the Contractor's or subcontractor's employee's access to Agency data and systems, including passwords, if a background investigation produces unacceptable results as determined by the Agency.

(c) Contractors shall verify that the Contractor has met the following minimum pre-screening requirements for the personnel the Contractor plans to use on the task order.

(d) For each Contractor and subcontractor employee that will be assigned to the task order, the Contractor and subcontractor shall complete a Questionnaire for Public Trust Positions, SF 85p, a Credit Release Authorization and two (2) Standard Applicant Fingerprint Cards (Form FD 258). These forms shall be forwarded to the COR prior to a Contractor or subcontractor employee beginning to work onsite or having access to Agency data or systems.

(e) The Agency will accept existing favorable NACI plus credit search reports for proposed Contractor and subcontractor employees that are not older than three (3) years at the time the Contractor or subcontractor provides them to the COR.

(f) Prior to commencement of task order performance, the Contractor shall notify the CO, in writing, that the background checks and application of the suitability determination criteria, as set forth in (e) above, have been completed for affected individuals.

(g) Under the FY 2001 Defense Authorization Act, (P.L. 106-398), including Title X, subtitle G "Government Information Security Reform." Contractors are subject to the provision of the Computer Security Act of 1987. The Contractor and its team of subcontractors shall conform to the provisions of these Acts.

(h) Whenever the Contractor becomes aware that the retention of an employee for work at an onsite location under this task order is inconsistent with the interests of national security, such information shall be immediately provided to the CO that the Contractor has removed that employee, and the Contractor shall replace the employee with a qualified substitute. The removal and replacement shall be at no cost to the Government.

(i) The Contractor agrees to insert terms that conform substantially to the language of this clause in

all subcontracts under this task order. The Contractor agrees to insert terms that conform substantially to the language of this clause in all subcontracts under this task order.

NOTE: This clause applies to Contractor and subcontractor personnel who will work at a designated "Sensitive Site," at a Government site or have access within the Agency computer systems.

PART II - CONTRACT CLAUSES & PROVISIONS

This section incorporates all of the clauses and provisions of the Offeror's underlying NITAAC CIO-SP3 contract.

SECTION I – CONTRACT CLAUSES & PROVISIONS

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE

This task order incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.acquisition.gov/far/>

I.2 FAR 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

Incorporated by reference

I.3 FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

Incorporated by reference

I.4 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

Incorporated by reference

I.5 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The task order is awarded using Time-and-Materials (T&M) pricing in accordance with Section B "Price/Cost Schedule" for the support required in the PWS. Other direct costs for long distance travel, training or other items shall be within the ceiling price.

I.6 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the task order. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 3 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days before the task order's expiration date.

I.7 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this task order by written notice to the Contractor within 30 days before the period of performance expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the task order expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended task order shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

I.8 FAR 52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)
Incorporated by reference

I.9 FAR 52.224-2 PRIVACY ACT (APR 1984)
Incorporated by reference

I.10 FAR 52.227-17 RIGHTS IN DATA—SPECIAL WORKS (DEC 2007)
Incorporated by reference

I.11 FAR 52.227-18 RIGHTS IN DATA—EXISTING WORKS (DEC 2007)
Incorporated by reference

I.12 FAR 52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2012)
Incorporated by reference

I.13 FAR 52.232-25 PROMPT PAYMENT (ALTERNATE 1)(JUL 2013)
Incorporated by reference

I.14 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
Incorporated by reference

I.15 FAR 52.232-99 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JULY 2013) DEVIATION

This clause implements the temporary policy provided by OMB Policy Memorandum M- 12-16, Providing Prompt Payment to Small Business Subcontractors, dated July 11, 2012 as extended under OMB Policy Memorandum M-13-15 dated July 11, 2013.

- (a) Upon receipt of accelerated payments from the Government, the Contractor is required to make accelerated payments to small business subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business subcontractor.

(b) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(c) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

I.16 FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

Incorporated by reference

I.17 FAR 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

Incorporated by reference

I.18 FAR 52.249-6 TERMINATION (COST-REIMBURSEMENT) (MAY 2004)

ALTERNATE IV

Incorporated by reference

I.19 FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991) DEVIATION

Incorporated by reference

I.20 EPA ACQUISITION REGULATION (EPAAR) CLAUSES INCORPORATED BY REFERENCE (CUSTOM)

This task order incorporates one or more EPAAR clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of an EPAAR clause may be accessed electronically at this address:

<http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&rgn=div6&view=text&node=48:6.0.1.8.35.1&idno=48>

I.21 EPAAR 1552.217-75 OPTION TO EXTEND THE EFFECTIVE PERIOD OF THE CONTRACT--TIME AND MATERIALS OR LABOR HOUR CONTRACT (JUNE 1984)

NOTE: To exercise the option, the Contracting Officer will issue a Standard Form (SF) 30 modification to exercise the applicable task order optional period(s) of performance. Refer to RFP section B.2 'Price/Cost Schedule' for base and optional period timeframes.

(a) The Government has the option to extend the effective period of this task order for 2 three-month additional period(s). If more than sixty (30) days remain in the task order effective period, the Government, without prior written notification, may exercise this option by issuing a task order modification. To unilaterally exercise this option within the last 30 days of the effective period, the Government must issue written notification of its intent to exercise the option prior to that last 30-day period. This preliminary notification does not commit the Government to exercising the option.

(b) If the option(s) are exercised, the "Ceiling Price" clause will be modified to reflect a new and separate ceiling price of \$ TBD for the first option period, a new and separate ceiling price of \$ TBD for the second option period, and a new and separate ceiling price of \$ TBD for the third option period.

(c) The "Effective Period of the Contract" clause will be modified to cover a base period from August 28, 2014 to February 27, 2015 and option periods from February 27, 2015 to May 27, 2015; May 28, 2015 to August 27, 2015.

I.22 EPAAR 1552.224-70 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (APR 1984)

(a) Section 6041 of title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with section 6041 of title 26 of the U.S. Code.

(b) If the offeror is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's social security number on the following line:

I.23 EPAAR 1552.245-70 GOVERNMENT PROPERTY (SEP 2009)

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without prior written approval from the Contracting Officer. If the Contracting Officer authorizes the contractor to acquire and/or fabricate equipment for use in the performance of this contract, the equipment shall be subject to the provisions of the "Government Property" clause and listed on the contract via contract modification.

(b) If the Government provides item(s) of Government property to the contractor for use in the performance of this contract, this property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

The "EPA Contract Property Administration Requirements" provided below apply to this contract.

U.S. ENVIRONMENTAL PROTECTION AGENCY

Contract Property Administration Requirements

1. *Purpose.* This document sets forth the requirements for the U.S. Environmental Protection Agency (EPA) contractors performing Government property management responsibilities under EPA contracts. These requirements supplement those contained in the Government Property clause(s) and Part 45 Government Property of the Federal Acquisition Regulation (FAR).

2. Contract Property Administration (CPAR)

a. *EPA Delegation.* EPA delegates all contract property administration to the EPA Contract

Property Coordinator (CPC). The delegations apply to all EPA contracts issued with or that have the potential to receive, purchase or acquire Government Property or include the Government Property clauses. In addition to administering all contract property, the CPC provides technical expertise and assistance to the Contracting Officer (CO) and Contracting Officer Technical Representative (COTR) relative to Government Property.

b. *DCMA Re-delegation.* The CPC may request support for contract property management oversight, including property administration and plant clearance, from the Defense Contract Management Agency (DCMA). If DCMA agrees to provide support, DCMA will notify the contractor of the assigned property administrator (PA) and plant clearance officer (PLCO). The DCMA PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact the EPA CO. In the event of a disagreement between the contractor and the DCMA PA, the contractor should seek resolution from the CO. Unless, otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMA PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract and the CPC.

c. *Disagreements.* Notwithstanding the delegation(s), as necessary, the contractor may contact the CO. In the event of a disagreement between the contractor and the PA or the CPC the contractor should seek resolution from the CO.

3. Requests for Government Property.

In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government property is required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

- a. Contract number for which the property is required.
- b. An item(s) description, quantity and estimated cost.
- c. Certification that no like contractor property exists which could be utilized.
- d. A detailed description of the task-related purpose of the property.
- e. Explanation of negative impact if property is not provided by the Government.
- f. Lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government, with the exception of requests for material purchases. The contractor may not proceed with acquisition of property on behalf of the Government until receipt of written authorization from the Contracting Officer.

4. *Transfer of Government Property.* The Contracting Officer initiates the transfer of the government property via a contract modification. The transferor (EPA or another contractor) shall provide to the transferee, the receiving contractor, the information needed to establish and maintain the property records required of FAR 52.245-1, as well as all of the applicable data elements required by Attachment 1 of this clause. The transferee, the receiving contractor, should perform a complete inventory of the property before signing the acceptance document for the property. Accountability will transfer to the receiving contractor upon receipt and acceptance of the property, in accordance with FAR 45.106.

5. *Records of Government Property.*

a. In accordance with FAR 52.245-1, the contractor shall create and maintain records of all Government property, regardless of value, including property provided to and in the possession of a subcontractor. Material provided by the Government or acquired by the contractor and billed as a direct charge to the contract is Government property and records must be established as such.

b. The Contractor shall identify all Superfund property and designate it as such both on the item and on the Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

c. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

d. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the designated CPC and the Fleet Manager.

e. When Government property is disclosed to be in the management and/or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 52.245-1.

6. *Inventories of Government Property.* The contractor shall conduct a complete physical inventory of EPA property at least once per year. The contractor shall report the results of the inventory, including any discrepancies, to the CO. Reconciliation of discrepancies shall be completed in accordance with the schedule negotiated with the CO. See section 10 herein, Contract Closeout, for information on final inventories.

7. *Reports of Government Property.* EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession. The annual summary is due as of September 30th of each year, and upon contract termination or expiration.

a. For each classification listed on the EPA Property Report form, with the exception of material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as Plant Equipment, Superfund and Special Test Equipment must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be received at EPA by the CPC by October 5th of each year.

f. Distribution shall be as follows:

Original to: CPC

One copy: CO

g. Contractors are required to comply with GSA and DOE special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the CPC.

8. *Disposition of Government Property.* The disposition process is composed of three distinct phases: identification, reporting, and final disposition.

a. *Identification.* The disposition process begins with the contractor identifying Government property that is no longer required for contract performance. Effective contract property management systems provide for identification of excess as it occurs. Once Government property has been determined to be excess to the accountable contract, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor

shall notify the CO in writing. Government property will be transferred via contract modifications to other contracts only when the COs on both the current contract and the receiving contract authorize the transfer.

b. Reporting.

(i) *EPA.* Government property shall be reported in accordance with FAR 52.245-1. The Standard Form, SF 1428, Inventory Disposal Schedule, provides the format for reporting excess Government property. Instructions for completing and when to use the form may be found at FAR 52.245-1(j). Forward the completed SF 1428 to the CPC. The SF 1428 is available at <http://www.arnet.gov/far/current/html/FormsStandard54.html>. Superfund property must contain a Superfund notification and the following language must be displayed on the form: "Note to CO: Reimbursement to the EPA Superfund is required."

(ii) *DCMA.* If the EPA contract has been re-delegated to DCMA, the excess items will be entered into the Plant Clearance Automated Reutilization Screening System (PCARSS). Access and information pertaining to this system may be addressed to the DCMA Plant Clearance Officer (PLCO).

c. Disposition Instructions.

(i) *Retention.* When Government property is identified as excess, the CO may direct the contractor in writing to retain all or part of the excess Government Property under the current contract for possible future requirements.

(ii) *Return to EPA.* When Government property is identified as excess, the CO may direct the contractor in writing to return those items to EPA inventory. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO.

(iii) *Transfer.* When Government property is identified as excess, the CO may direct the contractor in writing to transfer the property to another EPA contractor. The contractor shall transfer the property by shipping it in accordance with the instructions provided by the CO. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause.

(iv) *Sale.* If GSA or the DCMA PLCO conducts a sale of the excess Government property, the contractor shall allow prospective bidders access to property offered for sale.

(v) *Abandonment.* Abandoned property must be disposed of in a manner that does not endanger the health and safety of the public. If the contract is delegated to DCMA and the contractor has input EPA property into the PCARSS system, the EPA Property Utilization Officer (PUO) shall notify the CO. The CO shall notify the contractor in writing of those items EPA would like to retain, have returned or transferred to another EPA contractor. The contractor shall notify the DCMA PLCO and request withdrawal of those items from the inventory schedule. The contractor shall update the

Government property record to indicate the disposition of the item and to close the record. The contractor shall also obtain either a signed receipt or proof of shipment from the recipient. The contractor shall notify the CO when all actions pertaining to disposition have been completed. The contractor shall complete an EPA Property report with changes, to include supporting documentation of completed disposition actions and submit it to the CPC.

9. *Decontamination.* In addition to the requirements of the “Government Property” clause and prior to performing disposition of any EPA Government Property, the contractor shall certify in writing that the property is free from contamination by any hazardous or toxic substances.

10. *Contract Closeout.* The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the CO. If the contract is delegated to DCMA, the physical inventory report will be submitted to the EPA CO and a copy submitted to the DCMA PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO and if delegated, a copy to the DCMA PA. In order to expedite the disposal process, contractors may be required to, or may elect to submit to the CPC, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed. The contractor shall update all property records to show disposal action. The contractor shall notify the CO, and, if delegated, the DCMA PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed. The contractor shall complete a FINAL EPA Property report with all supporting documentation to the CPC.

ATTACHMENT I

Required Data Element—In addition to the requirements of FAR 52.245-1(f)(vi), Reports of Government Property, the contractor is required to maintain, and report the following data elements for EPA Government property (all elements are not applicable to material): Name and address of the administrative Contracting Officer; Name of the contractor representative; Business type; Name and address of the contract property coordinator; Superfund (Yes/No); No. of Subcontractor/Alternate Locations.

NOTE: For items comprising a system which is defined as, “a group of interacting items functioning as a complex whole,” the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a system with one total dollar amount for the system, if that system total is \$25,000 or more.

1.24 PURSUANT TO FAR PART 39.2, ELECTRONIC AND INFORMATION TECHNOLOGY – SECTION 508 COMPLIANCE (CUSTOM)

All deliverables shall be in compliance with the Section 508 Accessibility Standards of the Rehabilitation Act of 1973 and Amendments of 1998. When preparing deliverables, the Contractor shall refer to the most recent version of 508 Standards, which can be found at <https://www.access-board.gov/sec508/guide>.

1.25 TAX (CUSTOM)

The Federal Government is exempted from paying taxes. The tax exempt number is 52-085-2695.

1.26 EPA GREEN MEETINGS AND CONFERENCES

(a) The mission of the EPA is to protect human health and the environment. We expect that all Agency meetings and conferences will be staged using as many environmentally preferable measures as possible. Environmentally preferable means products or services that have a lesser or reduced effect on the environment when compared with competing products or services that serve the same purpose.

(b) As a potential meeting or conference provider for EPA, we require information about environmentally preferable features and practices your facility will have in place for the EPA event described in the solicitation.

(c) The following list is provided to assist you in identifying environmentally preferable measures and practices used by your facility. More information about EPA's Green Meetings initiative may be found on the Internet at <http://www.epa.gov/oppt/greenmeetings/>. Information about EPA voluntary partnerships may be found at <http://www.epa.gov/partners/index.htm>.

- (1) Do you have a recycling program? If so, please describe.
- (2) Do you have a linen/towel reuse option that is communicated to guests?
- (3) Do guests have easy access to public transportation or shuttle services at your facility?
- (4) Are lights and air conditioning turned off when rooms are not in use? If so, how do you ensure this?
- (5) Do you provide bulk dispensers or reusable containers for beverages, food and condiments?
- (6) Do you provide reusable serving utensils, napkins and tablecloths when food and beverages are served?
- (7) Do you have an energy efficiency program? Please describe.
- (8) Do you have a water conservation program? Please describe.
- (9) Does your facility provide guests with paperless check-in & check-out?
- (10) Does your facility use recycled or recyclable products? Please describe.
- (11) Do you source food from local growers or take into account the growing practices of farmers that provide the food? Please describe.
- (12) Do you use biobased or biodegradable products, including biobased cafeteria-ware? Please describe.

(13) Do you provide training to your employees on these green initiatives? Please describe.

(14) What other environmental initiatives have you undertaken, including any environment-related certifications you possess, EPA voluntary partnerships in which you participate, support of a green suppliers network, or other initiatives? Include "Green Meeting" information in your quotation so that we may consider environmental preferability in selection of our meeting venue.

I.27 EPAAR 1552.228-70 INSURANCE-LIABILITY TO THIRD PERSONS (OCT 2000)

Incorporated by reference

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)

- 1) Attachment 1 – List of Government-Furnished Property